

Fried, Frank, Harris, Shriver & Jacobson LLP

One New York Plaza

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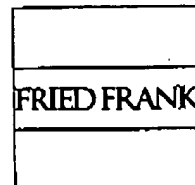
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FAX COVER SHEET



Date: December 13, 2005
From: Stephen S. Rabinowitz
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Number of Pages (including cover sheet): 9

<u>Recipient</u>	<u>Company</u>	<u>Fax</u>	<u>Phone</u>
Examiner Vera Afremova	Art Unit 1651 USPTO	(571) 273-8300	

Comments: Re: Application No. 10/603,501 by FRANANO

- (1) Transmittal of Revocation and Power of Attorney (2 pages)
- (2) Revocation and Power of Attorney (2 pages)
- (3) Copy of Assignment from Franano to Johns Hopkins University (2 pages)
- (4) Copy of Assignment from Johns Hopkins University to Franano (1 page)
- (5) Copy of Assignment from Franano to Protcon Therapeutics (1 page)

If you have any problems receiving this transmission, please contact us at 212.859.8362.

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DEC 13 2005

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of:	FRANANO	Confirmation No.:	3974
Serial No.:	10/603,501	Art Unit:	1651
Filed:	June 24, 2003	Examiner:	Afremova, Vera
For:	METHODS FOR ENLARGING THE DIAMETER OF AN ARTERY OR VEIN IN A HUMAN SUBJECT (as amended)	Attorney Docket No.:	31110-0003

TRANSMITTAL OF REVOCATION AND POWER OF ATTORNEY

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Please enter the attached Revocation and Power of Attorney by Assignee with Statement Under 37 C.F.R. 3.73(b) in the record of this application. Copies of the three assignments identified therein are also attached hereto.

Kindly amend the record to reflect the new Attorney Docket Number stated above.

CERTIFICATE OF FACSIMILE TRANSMISSION UNDER 37 C.F.R. § 1.8(a)

I hereby certify that this paper is being filed with the United States Patent and Trademark Office by facsimile transmission on December 13, 2005 to facsimile telephone number (571) 273-8300.



Stephen S. Rabinowitz (Reg. No. 40,286)

All further correspondence in this matter should be addressed to:

Stephen S. Rabinowitz
Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza
New York, NY 10004

Respectfully submitted,

Date: December 13, 2005



40,286

Stephen S. Rabinowitz

(Reg. No.)

**FRIED, FRANK, HARRIS,
SHRIVER & JACOBSON LLP**

One New York Plaza
New York, New York 10004
(212) 859-8973

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DEC 13 2005

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of:	FRANANO	Confirmation No.:	3974
Serial No.:	10/603,501	An Unit:	1651
Filed:	June 24, 2003	Examiner:	Afremova, Vera
For:	METHODS FOR ENLARGING THE DIAMETER OF AN ARTERY OR VEIN IN A HUMAN SUBJECT (as amended)	Attorney Docket No:	31110-0003

**REVOCATION AND POWER OF ATTORNEY BY
ASSIGNEE WITH STATEMENT UNDER 37 C.F.R. 3.73(b)**

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

S I R:

The undersigned assignee of the entire interest in the above-identified subject application hereby revokes all previous powers of attorney and appoints Stephen S. Rabinowitz (Reg. No. 40,286) of Fried, Frank, Harris, Shriver & Jacobson LLP, whose address is One New York Plaza, New York, New York 10004, its attorney, to prosecute this application, and to transact all business in the Patent and Trademark Office connected therewith.

Please direct all future correspondence to:

Stephen S. Rabinowitz
Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza
NY, NY 10004
(212) 859-8973

The undersigned is the Assignee of record of the entire interest.

Statement Under 37 C.F.R. §3.73(b)

Proton Therapeutics LLP states that it is the assignee of the entire right, title, and interest in the patent application identified above, by virtue of a chain of title from the inventor(s) of the subject patent application, identified above, to the current assignee as shown below:

1. From: F. Nicholas Franano To: Johns Hopkins University
The document was recorded in the United States Patent and Trademark Office on 4/19/2001 at Reel 011710, Frame 0078.
2. From: Johns Hopkins University To: Nicholas Franano
The document was recorded in the United States Patent and Trademark Office on 09/25/2003 at Reel 014526, Frame 0602.
3. From: F. Nicholas Franano To: Proteon Therapeutics LLC
The document was recorded in the United States Patent and Trademark Office on 09/25/2003 at Reel 014526, Frame 0548.

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

ASSIGNEE: Proteon Therapeutics LLC

Date:

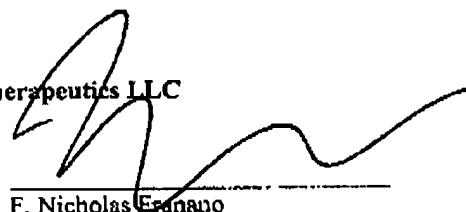
12/12/2005

Signature:

Typed name:

Position/Title:

Address:


F. Nicholas Franano
President and CEO
4420 Madison Avenue Suite 180,
Kansas City, Missouri 64111

521925.1

Attorney Docket No. 55225
Page 1 of 2

ASSIGNMENT

WHEREAS, I, Nicholas FRANANO, inventor, and a citizen of the United States, (hereinafter referred to as "Assignor"), have invented certain new and useful improvements in "SYSTEMS AND METHODS FOR OPENING OBSTRUCTED BIOLOGICAL CONDUITS", for which an application for United States Letters Patent with the same title has been filed with the United States Patent and Trademark Office, under application number 09/669,051 and a filing date of September 24, 2000 and

WHEREAS, Johns Hopkins University, located at 720 Rutland Avenue, Baltimore, Maryland 21205, (hereinafter referred to as the "Assignee"), is desirous of acquiring the entire right, title and interest in and to the same invention, and in and to the said application, and any Letters Patent that may issue thereon;

NOW, THEREFORE, TO ALL WHOME IT MAY CONCERN, be it known that for and in consideration of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, and transferred, and do hereby sell, assign and transfer to the Assignee, its successors and assigns, their entire right, title and interest for the United States in and to the said invention and in and to the said application and all patents which may be granted therefor, and all divisions, reissues, substitutions, continuations, in whole or in part, re-examinations, and extensions thereof, and all applications claiming priority therefrom; and the Assignors hereby authorize and request the Commissioner of Patents and Trademarks to issue all patents for said invention, or patents resulting therefrom, insofar as their interest is concerned, to the Assignee; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for which any and all of said Letters Patent for said invention may issue, to the same extent as the Assignors would hold and enjoy if this Assignment had not been made.

The Assignors also have sold, assigned, and transferred, and do hereby sell, assign and transfer to the Assignee, its successors and assigns, their entire right, title and interest in and to the invention disclosed in said application, in all countries of the world foreign to the United States, including the right to file applications and obtain patents for said invention in its own name in said countries and including all rights of priority in said countries under the terms of any applicable international convention; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for which any and all of said Letters Patent for said invention may issue, to the same extent as the Assignors would hold and enjoy if this Assignment had not been made.

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APR 16 '01 14:21 FR FFFHS&J LLP

816 333 9387 TO 16175230440

F.01/01

Docket No. 49632
Page 2 of 2

The Assignors further agree to execute any and all patent applications, assignments, affidavits, and any other papers in connection therewith necessary to perfect such patent rights, and also agree, at the request of the Assignee, to testify in any legal proceedings; sign all lawful papers, make all lawful oaths, and generally do everything possible to aid said Assignee, its successors and assigns, to obtain, maintain and enforce patent protection for said invention in all countries.

The Assignors also hereby grant the law firm of Dike, Bronsteini, Roberts & Cushman, Intellectual Property Group of EDWARDS & ANGELL LLP the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this documents.

IN WITNESS WHEREOF, the Assignors have caused this Assignment to be executed.

Dated this 16th day of April

2000.

Nicholas FRANANO

Nicholas Franano

CERTIFICATE

Missouri
State of Maryland)
County of Baltimore)
Jackson

Personally appeared before me the above-named Nicholas FRANANO, who signed the foregoing Assignment in my presence on the date thereof and acknowledged the same to be her voluntary act and deed.

Camille A. McElroy
NOTARY PUBLIC
My Commission Expires:

CAMILLE A. McELROY
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires Aug. 27, 2004

** TOTAL PAGE.088 **

** TOTAL PAGE.07 **

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ASSIGNMENT

WHEREAS, Johns Hopkins University, located at 3400 N. Charles Street, Baltimore, Maryland 21218 (hereinafter referred to as "ASSIGNOR") is the owner of record of the invention described in an application for a Patent of the United States

- ☐ which is executed on ☐ even date herewith or ☐
☒ which was filed on September 24, 2000, Application No. 09/669,051

by virtue of an assignment dated April 16, 2000 and recorded in the United States Patent and Trademark Office at Reel 011710, Frame 0078, and WHEREAS, F. Nicholas Fraumano, an individual residing at 1010 W. 69th Terrace, Kansas City, Missouri 64113 (hereinafter referred to as "ASSIGNEE") is desirous of owning the entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged (including an Agreement effective February 4, 2002), the said ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the ASSIGNOR's entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof, and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may be pending or hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND THE SAID ASSIGNOR DOES HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND THE SAID ASSIGNOR DOES HEREBY covenant and agree that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

AND THE SAID ASSIGNOR DOES HEREBY further covenant and agree that it will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to it respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 25 day of August, 2003

R. Keith Baker L.S.

State of Maryland)
) SS.:
 County of Baltimore)

On August 25, 2003, before me, Alan L. Mullenbach, Notary Public, personally appeared R. Keith Baker, personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Alan L. Mullenbach

2/2006

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SOLE

ASSIGNMENT

WHEREAS F. Nicholas Franano, an individual residing at 1010 W. 69th Terrace, Kansas City, Missouri 64113 (hereinafter referred to as "ASSIGNOR") is the assignee of the invention described in an application for a Patent of the United States

☐ which is executed on ☐ even date herewith or ☐
☒ which was filed on September 24, 2000, Application No. 09/669,051

by virtue of an Agreement effective February 4, 2002 and an assignment from Johns Hopkins University dated August 25, 2003,

AND WHEREAS Proteon Therapeutics LLC, an entity established under Missouri law and located at 1010 W. 69th Terrace, Kansas City, Missouri 64113 (hereinafter referred to as "ASSIGNEE") is desirous of owning the entire right, title and interest in, to and under the said invention and the said application:

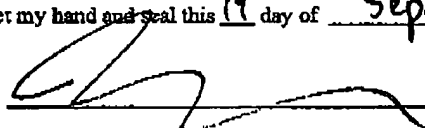
NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) in hand paid, and other good and valuable consideration, the receipt of which is hereby, the said ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the ASSIGNOR's entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof, and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may be pending or hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND THE SAID ASSIGNOR DOES HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND THE SAID ASSIGNOR DOES HEREBY covenant and agree that he has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

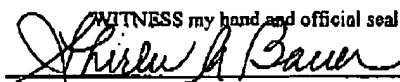
AND THE SAID ASSIGNOR DOES HEREBY further covenant and agree that he will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to him respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

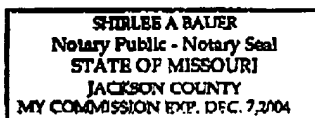
IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 19 day of September, 2003

 L.S.

State of Missouri)
 County of Jackson) SS:

On September 19, 2003, before me, Shirley A. Bauer, Notary Public, personally appeared F. Nicholas Franano, personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal




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